

City of Alexandria, Virginia

19
9-24-02

MEMORANDUM

DATE: SEPTEMBER 18, 2002

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER ^{PS}

SUBJECT: AUTHORIZATION FOR THE CITY MANAGER TO SIGN THE
MEMORANDUM OF UNDERSTANDING FOR ACCEPTING THE GIFT OF A
SHIPBUILDER STATUE

ISSUE: Authorization for the City Manager to sign the Memorandum of Understanding for accepting the gift of a *Shipbuilder* statue.

RECOMMENDATION: That City Council authorize the City Manager to sign the Memorandum of Understanding among the City of Alexandria, the Friends of Public Art for the Year of Celebration, and the artist, Michael Curtis (Attachment 1). The execution of the Memorandum by the City Manager shall constitute conclusive evidence of his approval, and that of the City Attorney, of any and all changes from the contract in the form presented to Council.

BACKGROUND: The Friends of Public Art for the Year of Celebration, a citizens group interested in promoting Alexandria's historical heritage as a significant American seaport, commissioned Michael Curtis, a classical sculptor, to create a seven-foot *Shipbuilder* statue. The Friends of Public Art for the Year of Celebration, a citizens group, expressed their desire to donate this statue to the City for placement in one of Alexandria's waterfront parks.

At its meeting on April 13, 1999, Council accepted the gift of a *Shipbuilder* statue and asked the Waterfront Committee and the Park and Recreation Commission to recommend possible locations for the statue and to work with the artist and the Arts Commission to recommend any possible modifications to the statue that may be necessary. The Waterfront Committee and the Park and Recreation Commission recommended to place the statue on a temporary basis at the southeast corner of Waterfront Park, 1 Prince Street, with the statue facing west and the back of the statue to the water. Council also reserved the right to relocate the statue to another site should the City determine that installation in another location would be more suitable. A Memorandum of Understanding was developed to clearly articulate an understanding of responsibilities between the donor, artist and the City of Alexandria.

City staff from the Department of Recreation, Parks and Cultural Activities and the Department of Transportation and Environmental Services met with Michael Curtis to obtain an estimate of the costs that would be incurred by the City in the event that the *Shipbuilder* statue is relocated in the future. The estimate for costs to the City of Alexandria for relocating the *Shipbuilder* from the southeast corner of Waterfront Park to another location is as follows: \$3,000 to remove the statue and the base from the initial site and \$3,500 to prepare the new site and reinstall the statue, for a total of \$6,500.

DISCUSSION: The statue is now in production at the foundry in New York and the granite base for the statue is in progress. Installation was originally scheduled for October, in conjunction with Seaport Day. However, due to production delays installation will take place in the spring. The specific date will be determined early in 2003.

As indicated in the "Memorandum of Understanding Concerning the Gift of the *Shipbuilder* from the Friends of Public Art, the donor is responsible for raising funds to commission, fabricate, cast, install, and prepare the site for the statue. The donor will pay to the City \$4,500 to cover the maintenance, repair, restoration and any other problems that may occur as a result of soil and flood plane conditions at the statue site for a period of nine years after its installation. After the nine-year time period, the maintenance responsibility of the statue reverts to the City of Alexandria. It is important to note that the City is in no way liable for any costs associated with this donation and the initial installation. In addition, Friends of Public Art, Inc, has guaranteed (Attachment 4) that the statue itself will not be encumbered or used as collateral at any time.

FISCAL IMPACT: There is no immediate fiscal impact and no liability to the City of Alexandria related to the acceptance and installation of this statue. Of the total project budget of \$430,000 (Attachment 3) the Friends of Public Art have raised approximately \$219,000, including \$117,000 in in-kind contributions and \$102,000 in cash. In addition, they have secured loan proceeds in the amount of \$45,000. The remaining funding of approximately \$166,000 is anticipated to be secured primarily through grant requests from the Friends of Public Art, to national foundations and corporations. The *Shipbuilder* monument will not be used as collateral on any loan or instrument of debt or obligation and the Friends of Public Art, Inc. are responsible for all costs and obligations associated with the development, casting and initial installation of the monument (Attachment 4). Based on estimates made in 2002, City staff estimates costs to the City of Alexandria for relocating the *Shipbuilder*, should the City wish to, to be as follows: \$3,000 to remove the statue and the base from the Waterfront Park site and \$3,500 to prepare the new site and to reinstall the base, for a total relocation cost to the City of \$6,500. The donor will cover the cost of maintenance, repair and restoration of the statue for a period of nine years following the initial installation. After the nine-year time period, these costs will be the responsibility of the City.

ATTACHMENTS:

- Attachment 1. Memorandum of Understanding Concerning the Gift of the *Shipbuilder* from the Friends of Public Art for the Year of Celebration to the City of Alexandria
- Attachment 2. Site Plan for the *Shipbuilder*
- Attachment 3. September 9, 2002, Fund-raising Update on *Shipbuilder*
- Attachment 4. May 29, 2002 Letter of Guarantee for *Shipbuilder* project

STAFF:

Sandra Whitmore, Director, Recreation, Parks and Cultural Activities
Janet Barnett, Deputy Director, Recreation, Parks and Cultural Activities
Aimee Vosper, Landscape Architect Supervisor, Recreation, Parks and Cultural Activities
Cheryl Anne Powalisz, Recreation Supervisor II, Recreation, Parks and Cultural Activities
Kendel Taylor, Budget Analyst, Office of Management and Budget

MEMORANDUM OF UNDERSTANDING

Concerning the Gift of the "Shipbuilder" from
the Friends of Public Art to the City of Alexandria

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") for the "Shipbuilder" statue is made this _____ day of _____ 2002, by and between the CITY OF ALEXANDRIA, a municipal corporation of Virginia ("City"), the FRIENDS OF PUBLIC ART (the "Donor") and MICHAEL CURTIS (the "Artist").

WHEREAS, on September 8, 1987, the City Council of the City of Alexandria adopted the "Policy for the Purchase of Works of Art by the City of Alexandria" (the "Policy");

WHEREAS, the Donor has commissioned Michael Curtis, the Artist, to create the "Shipbuilder," a seven foot bronze statue and base ("Sculpture") which is to be donated to the City as a gift and is to be installed in one of the City's public parks;

WHEREAS, the Donor has agreed to pay for the commissioning, fabrication, foundry casting, site preparation, and installation of the Sculpture;

WHEREAS, on April 13, 1999, in accordance with the Policy, City Council accepted the gift of the Sculpture;

WHEREAS, the Artist is qualified, able and willing to design and create the Sculpture which is described in this Agreement:

NOW, THEREFORE, in consideration of the premises stated above, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, Donor and Artist agree as follows:

1. Scope of Services. The Artist and Donor shall perform the following "Services", which include all obligations required of the Artist and Donor by this Agreement, in a satisfactory and proper manner as determined by the City and/or the Donor:

A. Creation and description of the Sculpture. The Donor agrees to commission the creation of "Shipbuilder," an approximately six foot, nine inch bronze statue and a base for the sculpture (the "Sculpture"). The dimensions of the Sculpture's granite base will be approximately three (3) feet high and three (3) feet, six (6) inches wide and weigh approximately 4080 pounds. The brackets which attach the Sculpture to the base are approximately two (2) feet, nine(9) inches high, one (1) foot wide, and two (2) feet in diameter and weigh approximately 2040 pounds. The overall dimensions of the Sculpture will be approximately nine (9) feet high, three (3) feet, six (6) inches, wide and weigh 6770 pounds. The Sculpture will be made out of bronze and will be attached to the base by brackets.

The Artist shall design the Sculpture, substantially in accordance with the Design Proposal submitted to the City and to the Donor on or about _____, a copy of which is attached hereto as Exhibit _____.

As used in this Agreement, the "Sculpture" includes all physical components proposed in the Design Proposal including, but not limited to, the sculpture base, the sculpture, and all other

components necessary to complete fabrication and installation. The Artist represents and warrants to the City that the Sculpture to be produced is a unique, original work of art especially designed for the City and Donor, and an edition of one (provided that Artist may reproduce a portion of the Sculpture without being deemed to have breached this representation and warranty), and does not infringe upon any copyright. The Artist further represents and warrants that the Sculpture has not and shall not be substantially duplicated by the Artist without the prior written permission of the City. Notwithstanding the foregoing representation and warranty, the Artist may reproduce a portion of the Sculpture without the prior written permission of the City or Donor. The reproduction includes but is not limited to, models of the Sculpture, which are less than three (3) feet in height.

B. The Sculpture shall be fabricated by the Donor. The Donor shall transport the Sculpture to the location indicated on the attached Exhibit "_____" ("Site"). The Sculpture shall be installed at the Site with the assistance of the Artist.

C. Change in Design. The parties recognize that the shift in scale from preliminary drawings to a full-scale work may require artistic judgment. The Artist reserves the right to make minor adjustments to the Sculpture as the Artist deems aesthetically and structurally necessary. Any substantial change in the scope, design or material of the Sculpture must be approved in writing and in advance by the City and the Donor before the Artist may continue his work on the Sculpture.

D. Preparation of Work Site. The Donor shall be primarily responsible for preparation of the Site and for the installation of the Sculpture, including any necessary demolition, grading and/or other preparation in accordance with the Design Proposal. The Artist shall consult and assist the Donor in the preparation of the Site and the installation of the Sculpture.

E. Maintenance of Site. The Donor and the Artist shall protect properties and buildings, if any, adjacent to the Site from excessive dust, dirt, rubbish or other nuisances which result from Services performed under this Agreement. The Donor and the Artist shall maintain the Site in an orderly manner. Upon completion of the Services under this Agreement, the Donor and the Artist shall remove from the Site all equipment, debris and waste materials.

F. Delivery and Installation of the Sculpture. As part of the Services, the Donor shall be responsible, and shall pay, for delivery of all components of the Sculpture to the Site, and installation of all such components. The Artist, or an employee or subcontractor of the Artist, shall be present on the Site for each delivery of the components of the Sculpture to the Site, to ensure proper handling and storage of such components on the Site. The Donor and the Artist shall coordinate with the City the dates and methods of delivery and installation prior to the time the components are delivered to the Site.

G. Identification Plaque. The Donor shall provide and pay for an identification plate for the Sculpture which is acceptable to the City and the Artist. The Donor shall install and pay for the installation of the plaque at the Site. The written contents of the plaque shall include at least the following information: title of the Sculpture, name of the Artist, the date that the Sculpture was donated to the City and a statement of the City's ownership of the Sculpture.

H. Compliance with Laws. The Donor and the Artist shall perform the services in compliance with all applicable local, state or federal laws, ordinances, statutes, codes, regulations or requirements. The Donor and the Artist, at their expense, shall obtain all permits, licenses and inspections required for the performance of the services under this Agreement.

2. Compensation. The Donor shall be solely responsible for all compensation to the Artist, including, but not limited to, compensation to the Artist for the design, creation, fabrication, foundry of and all other costs for the creation and installation of the Sculpture at the Site, and any and all other costs, expenses or reimbursement related to the fabrication, transportation and installation of the Sculpture which are not expressly addressed in this Agreement, shall be the responsibility of the Artist and Donor.

3. Time of Performance. The Artist's services began in or about 1998, and shall be undertaken and completed in a manner which shall assure timely completion of the Services. In any event, the Artist shall complete all services and requirements of this Agreement no later than June 30, 2003. The Artist and the Donor agree that time is an essential and important element of this Agreement.

4. Workmanship and Material. The Donor and the Artist represent and warrant to the City that the fabrication and installation of the Sculpture shall be performed in a good and workmanlike manner and that the Sculpture shall be free of defects in workmanship or materials, including "inherent vice" or other qualities which cause or accelerate deterioration of the Sculpture. For a period of ten (10) years from the date of installation of the Sculpture, the Donor and/or the Artist shall repair any defects due to faulty workmanship or materials, or inherent vice or other qualities which cause or accelerate deterioration of the Work. Any and all such repairs completed by the Donor and/or the Artist shall be consistent with professional conservation standards.

5. Documentation and Description. Following completion of the Sculpture and the issuance of the Notice of Acceptance by the City, the Artist shall furnish the City with four (4) unmarked, good quality 35 mm color slides of the Sculpture and a written narrative description of the Sculpture.

6. Payment for Maintenance, Maintenance Instructions and Maintenance.
The Donor shall pay all costs related to transporting the Sculpture to Waterfront Park, installing the base at the site and permanently attaching the Sculpture to the base. Contemporaneously with the installation of the Sculpture, the Donor shall pay to the City, Four Thousand Five Hundred and No/100 Dollars (\$4,500), which shall be used by the City for the maintenance, repair and restoration of the Sculpture.

Prior to the installation of the Sculpture, the Artist shall provide to the City written maintenance instructions for the Sculpture. The instructions shall include information in sufficient detail regarding care, repair and maintenance of the Sculpture. The Donor and the Artist represent and warrant that reasonable maintenance of the Sculpture shall not require procedures substantially in excess of those described in the maintenance instruction to be supplied by the Artist to the City under this Agreement.

The Artist agrees to provide during his lifetime, at no charge to the City advice as to problems arising with respect to maintenance or repair of the Sculpture. All maintenance, repairs and restoration shall be made in accordance with recognized principles of conservation. If significant damage occurs so that the Sculpture cannot be restored to its original condition without unreasonable expense, the City may declare the Sculpture unable to be restored. If the City wishes to dispose of the Sculpture, it shall first offer it to the Artist.

7. Formal Acceptance and Ownership of the Work. After the Sculpture has been installed at the Site and any and all disputes, if any, between the Artist, the Donor, and/or the City have been resolved, the City shall become the sole owner of the Sculpture, which the Artist

and Donor warrant shall be free of all liens or encumbrances of any kind.

8. Assignment of the Work. The Services described in this Agreement shall be performed by the Artist and/or the Donor and shall not be assigned, subleased or transferred without the prior written consent of the City. This Section does not prohibit the Artist and/or the Donor from employing or subcontracting with qualified personnel who shall work under the Artist's and/or Donor's supervision; provided, that such employing or subcontracting shall not affect the originality, design, appearance or visual quality, or any other approved characteristics, of the Sculpture.

9. Independent Contractor. The Artist, which for purposes of this Section includes but is not limited to its officers, members, volunteers, employees, agents, contractors and subcontractors, if any, are not employees of the City for any purpose whatsoever. The Artist is an independent contractor at all times the Artist is performing the Services. The Artist shall furnish all supervision, labor, materials, equipment, supplies and other incidentals, as well as provide related Services, as required by this Agreement.

10. Indemnity. The Artist and Donor agree to defend, indemnify and hold harmless the City its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against such parties for or on account of any matter arising from or out of the obligations performed pursuant to this Agreement by the Artist and the Donor and the Artist's and/or Donor's volunteers, employees, agents and contractors.

11. Risk to Artist. The Donor and the Artist understand and agree that, until the Sculpture becomes the property of the City in accordance with paragraph 7 above, any injury to or loss of the Sculpture is the sole liability of the Artist and/or the Donor. The City shall not provide the Artist or Donor with any insurance coverage against such risks.

The Donor and the Artist further understand and agree that, until the Sculpture becomes the property of the City, any injury to property or persons caused by the Sculpture, including but not limited to injury to property or persons as a result of the installation of the Sculpture or the Services is the sole liability of the Artist and/or Donor, and the City shall not provide the Artist and/or Donor with any insurance coverage against such risks.

12. Supervision. The City is under no obligation to supervise the Artist's or the Donor's performance of Services which are described in this Agreement, except as expressly provided in this Agreement. The Artist's and the Donor's duty to defend, indemnify and hold harmless the City applies to any claim alleging that the City failed to supervise the Artist's and/or the Donor's actions.

13. Termination for Cause. If the Artist or Donor fails to fulfill any of their obligations under this Agreement in a timely or proper manner, or if the Artist and/or Donor violate any other term of this Agreement, the City thereupon shall have the right to terminate this Agreement by giving the Artist and Donor written notice of termination at least ten (10) days before the effective date of termination. The termination date shall be stated in the notice.

Notwithstanding the above, the Artist and/or the Donor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist and/or the Donor.

14. Termination by the City Not for Cause.

A. Generally. The City may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the Artist and/or Donor.

B. Incapacity or Death of Artist. In the event of the incapacity or death of the Artist, the City may terminate this Agreement by giving the Artist and Donor or the Artist's

estate written notice of termination at least ten (10) days before the effective date of termination. The termination date shall be stated in the notice.

15. Copyright and Reproduction Rights.

A. General Reservation. The Artist expressly reserves every right available to the Artist under the Copyright Act of 1976, as amended, to control the making and dissemination of copies or reproductions of the Sculpture, except as those rights are limited by this Agreement. The City and Donor agree to make no public display or commercial use of the design of the Sculpture, including models, or any copy or facsimile of the Sculpture, without the Artist's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

B. License to City. Notwithstanding anything to the contrary contained in this Agreement, the Artist grants to the City an irrevocable, non-exclusive license to reproduce, distribute and display two dimensional reproductions of the Sculpture.

C. Credit to Artist. If the City reproduces the Sculpture, as expressly authorized by this Agreement or as otherwise permitted by the Artist, all reproductions of the Sculpture by the City shall contain a credit to the Artist and copyright notice substantially in the following form: "copyright, (artist's name), (year of publication)."

D. Credit to City. If the Artist reproduces the Sculpture, all reproductions of the Sculpture by the Artist shall contain a credit to the City substantially in the following form: "an original work owned by the City of Alexandria, Virginia." Notwithstanding the foregoing, in the event the Artist reproduces only a portion of the Sculpture, such reproduction need not contain a credit to the City.

16. Distortion, Mutilation and Destruction of Work. To the extent required by the Visual Artist's Rights Act of 1990, as amended (the "Visual Rights Act") or other applicable laws and regulations, during the Artist's lifetime the City shall not distort, mutilate or otherwise modify the Sculpture in a manner which is prejudicial to the Artist's honor or reputation ("Modification"), nor shall the City destroy the Sculpture during the Artist's lifetime. However, the Act allows the Artist to waive some or all of the Artist's rights described in this Section by signing a written instrument identifying the sculpture and the right waived. As provided in the Visual Rights Act, the Modifications shall not include modifications caused by the passage of time, the inherent nature of the materials or the result of conservation, lighting or placement in connection with public presentation, unless caused by the gross negligence of the City.

If any significant Modification occurs to the Sculpture after the Sculpture is formally owned by the City, whether the change is intentional, unintentional or malicious, the Artist may make a written request to the City that the Sculpture no longer be represented as a Sculpture of the Artist. Thereafter, the Sculpture shall no longer be represented as a work of the Artist.

During the City's ownership of the Sculpture, if the Artist inspects the Sculpture and, in the Artist's opinion, finds the Sculpture to be in a state of substantial disrepair, and if the City and the Artist cannot agree whether or to what extent the Sculpture should be repaired, the City shall make the final decision regarding whether and to what extent the Sculpture shall be repaired. If the Artist believes the Sculpture requires repair, and the City does not repair the Sculpture to the satisfaction of the Artist, the Artist may make a written request to the City that the Sculpture no longer be represented on the plaque as the Sculpture of the Artist, and the City shall comply with that request.

17. Repairs and Restoration. The City shall make a reasonable effort to consult with the Artist concerning substantial repairs to, maintenance of and restoration of, the Sculpture.

18. Future Site Development. The parties understand that any substantial change in the immediate vicinity of the Sculpture could change the intended appearance and character of

the Sculpture. If the City causes a substantial change in the immediate vicinity of the Sculpture, the City shall comply with any later written request by the Artist that the Artist no longer be represented as the Artist of the Sculpture.

In addition, if the City at some future date appropriates funds for landscaping at the Site, the City shall consult with the Artist with respect to appropriate landscaping to be installed at the Site. Landscaping shall include and not be limited to, granite pavers and plantings.

19. Removal or Relocation. If for any reason the Sculpture, or any portion of the Sculpture, must be removed or moved from the Site to a new location, the City shall make a reasonable attempt to notify the Artist in writing. The Artist may advise or consult with the City regarding any such removal or moving of the Sculpture. To the extent the removal or moving of the Sculpture would otherwise violate any rights the Artist may have under state or federal law, including, without limitation, the provisions of the Visual Rights Act, the Artist waives such rights; provided, however, in such event the City shall comply with any written request by the Artist that the Artist no longer be represented as the Artist of the Sculpture.

20. Ownership of Documents and Models. Drawings, specifications and models of the Sculpture, or which relate to the Sculpture, including all preliminary studies, shall be the property of the Artist and/or the Donor during the City's ownership and acceptance of the Sculpture and following termination of this Agreement by the City not for cause, and shall not be used by the City in other projects, unless the Artist or the Donor otherwise agree in writing. The City shall have the right to reproduce drawings or specifications produced by the Artist solely for the purposes of publicity or exhibition, provided that any such reproduction is credited to the Artist.

21. Force Majeure. The City and Artist and/or Donor shall not be responsible for failure to have fulfilled their obligations under this Agreement due to causes beyond each's reasonable control.

22. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

23. Changes to the Agreement. Changes to this Agreement are not binding unless made in writing, signed by all parties.

24. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and shall not affect the meaning or construction of any of its provisions.

25. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

26. Discrimination Prohibited. In performing any Services required under this Agreement, the Artist and the Donor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, marital status, age, physical handicap or disability.

27. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, and the laws, rules and regulations of the City of Alexandria.

28. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonably capable of completion.

29. Non-Waiver. The failure of any party to enforce any of the provisions of this Agreement or to require performance by the other party of any of the provisions hereof shall not

be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part hereof, or the right of either party to thereafter enforce each and every provision.

30. Conflict of Interests; Ethics.

A. City Representatives. No officer, agent or employee of the City shall have any personal interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects that person's personal interest, the personal interest of his or her spouse or minor child or the interest of any business in which he or she has a direct or indirect financial interest.

B. Artist. The Artist agrees that the Artist presently has, and shall acquire no, direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Artist shall not employ any person who has any such conflict of interest to assist the Artist in performing the Services.

C. Donor. The Donor agrees that the Donor presently has, and shall acquire no, direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement.

D. Further Provisions. This Agreement and the Services provided hereunder shall be further subject to (i) the Conflict of Interest Policy adopted by the Commission on June 16, 1987, (ii) the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2, all of the Code of Virginia, 1950, as amended, and (iii) Article I, Title 3, Chapter 3 of the Code of the City of Alexandria, 1981, as amended.

31. Notices. For purposes of written notice to the Artist, Artist's address is:
Michael Curtis
110 South Columbus Street
Alexandria, Virginia 22314

For purposes of written notice to the City, the City's address is:

City of Alexandria
P.O. Box 178
1108 Jefferson Street
Alexandria, Virginia 22313
Attn: Director of Recreation, Parks
and Cultural Activities

Copies of all notices to the City also must be given to:

City of Alexandria
P.O. Box 178
301 King Street
Suite 3500
Alexandria, Virginia 22313
Attn: City Manager

For purposes of written notice, the address of the Donor is:

Friends of Public Art

109 North Henry Street
Alexandria, Virginia 22314

Written notice must be made either personally or by certified mail, return receipt requested. If the notice is mailed, the notice shall be complete when deposited in the United States Mail, postage prepaid, and addressed as required in this Section.

Notice of change of address of the Artist or the City or the Donor shall be given pursuant to this Section. After installation of the Sculpture the Artist and Donor shall notify the City of any change in the Artist's or Donor's address within thirty (30) days following such change.

32. Counsel Obtained; Signature Authority. The parties to this Agreement acknowledge that they have thoroughly read this Agreement, have sought and received whatever competent advice or counsel was necessary for them to form a full and complete understanding of all rights and obligations herein, and, having done so, hereby execute this Agreement. Each individual signing this Agreement warrants he or she has full authority to sign.

33. Required Signatures. This Agreement shall not be binding upon the City until all signatures required below have been obtained.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused the same to be executed by their duly authorized representatives.

CITY OF ALEXANDRIA

By: _____
Philip Sunderland,
City Manager

ARTIST:

MICHAEL CURTIS

DONOR:

FRIENDS OF PUBLIC ART

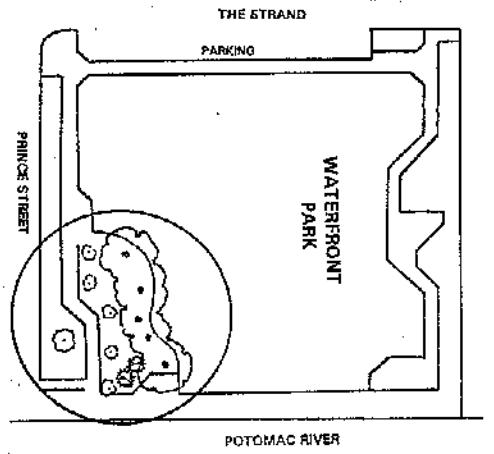
By: _____

Title

APPROVED AS TO FORM:

Assistant City Attorney

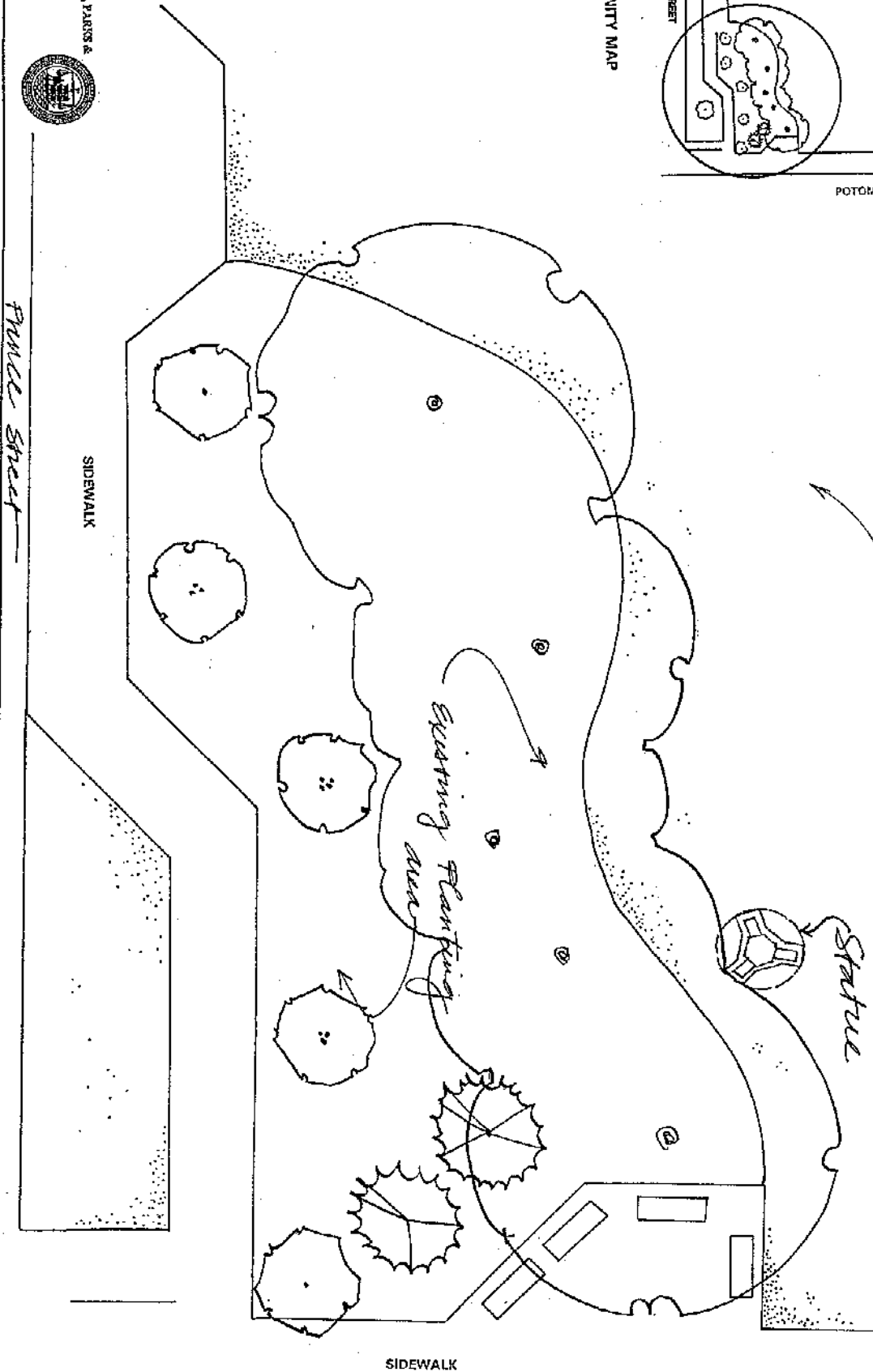
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VICINITY MAP

WATERFRONT PARK

open area



SIDEWALK

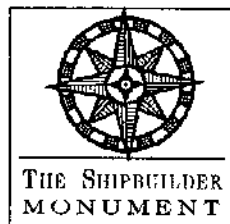
DEPARTMENT OF RECREATION PARKS &
CULTURAL ACTIVITIES
1885 Jefferson Street
Arlington, Virginia 22204
703-241-5015



Prince Street

Shupliavsky
Sketch location

2/28/02
NTS



Dedicated to America's
Noble Maritime Heritage

The Honorable Kerry Donley
Honorary Chairman
Mayor, City of Alexandria

National Advisory Committee

Gregory Copley (chair)
Pres. The International Strategic
Studies Association
VDAM Mike Bowman, USN(rtd.),
Former COMNAVAIRPAC
Henry M. Kaiser
The Kaiser Foundation
The Hon. John Lehman
Former Secretary of the Navy
The Hon. Jim Moran
United States Congressman
The Hon. Patsy Ticer
Virginia State Senator

Alexandria Advisors

Robert Bentley Adams, AIA
Robert Adams Architects
Duncan Blair
Land, Clark, Carroll, Mendelson & Blair
Harvey Boltwood
Shipbuilder - Native Alexandria Giving
Barbara Brecher
Alexandria Arts Safari
Pamela Copley
Alexandria Arts Safari
The Honorable William Eville
Alexandria City Council
Charlotte Hall
Alexandria Waterfront Committee
David Hudgins, Esq.
Hudgins Law Firm
Tom Hufish
Shipbuilder - Native Alexandria Giving
Barbara McMurray
Alexandria Arts Safari
Judy Noritake
Alexandria Parks & Recreation Comm.
Peggy O'Brien
Alexandria Arts Safari
Laura Overstreet
Alexandria Convention & Visitors Assn.
The Honorable David Speck
Alexandria City Council
Walter Steimel, Esq.
Treasurer, Alexandria Arts Safari
Cdr. (ret.) Robert Yakeley, USN
Alexandria Seaport Foundation

Supporting Organizations

Alexandria Seaport Foundation
Alexandria Parks and Recreation
Commission
Alexandria Waterfront Commission

Primary Supporters

Mrs. Kirk Lindsey
Morrison House
Potomac Riverboat Company
The Studio
Virginia Commerce Bank
Mr. and Mrs. William A. Winburn, IV

The Shipbuilder Monument is a project of
Arts Safari, a 501(c)(3) organization. All
donations are tax-deductible.

109 North Henry Street Alexandria, Virginia 22314

TO: City Staff and City Council

FROM: The Shipbuilder Monument Committee

DATE: September 9, 2002

RE: Update on the Shipbuilder Monument

The overall budget for the project is \$430,000. A revised budget is attached.

Including in-kind donations, we have raised over \$260,000 to date. After three years of fundraising in the local community, the committee has turned its attention to submitting grant requests to appropriate foundations and also making contact with appropriate national corporations. At this time we have a number of foundations giving our grant request serious consideration, and have just received a pledge of \$5,000 - \$10,000 (final amount yet to be determined).

The bronze is in production at a foundry in upstate New York. The granite base is in progress. We had intended to install the statue this October, in conjunction with Seaport Day. However, due to production delays we will have to postpone installation until next spring. The specific dates will be determined early in 2003.



Phone: 703.837.0805

Email: theshipbuilder@aol.com

14

The Shipbuilder Monument

1/22/2002

Account

Balance

ASSETS

Cash and Bank Accounts

50-50 Savings 0.02

VA Commerce Checking 3,387.23

Va Commerce MMA 0

TOTAL Cash and Bank Accounts 3,387.25

Investments

MSDW Brokergage 724.75

TOTAL Investments 724.75

TOTAL ASSETS 4,112.00

LIABILITIES & EQUITY

LIABILITIES

Other Liabilities

B&H Loan 26,877.88

Va Commerce LOC 14,500.00

TOTAL Other Liabilities 41,377.88

TOTAL LIABILITIES 41,377.88

EQUITY -37,265.88

TOTAL LIABILITIES & EQUITY 4,112.00

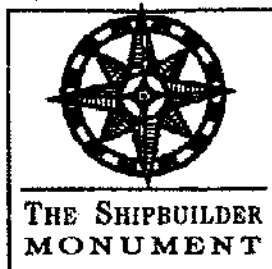


**The Shipbuilder Monument Project Budget
September 2002**

Income	Amount
Corporate	40,000
Individual	75,000
Interest income	120
Foundation Grants	145,000
Loan Proceeds	45,000
In-Kind Donations or Reductions in Fees	125,000
TOTAL INCOME	430,000

Expense item	Amount
Monument Development	221,900
Site Preparation and Installation	55,000
Fundraising Costs	49,000
Educational Expenses	45,000
Professional fees	2,000
Interest Expense	5,000
Ten year Maintenance Fund	5,000
Telephone	1,100
Bank Charges	500
Insurance	500
Loan Repayment	45,000
TOTAL EXPENSES	430,000





Dedicated to America's
Noble Maritime Heritage

The Honorable Kerry Donley
Honorary Chairman
Mayor, City of Alexandria

National Advisors
Gregory Copley
International Strategic Studies Assoc.
Henry Kaiser
The Kaiser Foundation
Hon. Dr. John Lehman
Former Secretary of the Navy
The Honorable Jim Moran
United States Congressman
The Honorable Patsy Ticer
Virginia State Senator

Alexandria Advisors
Robert Bentley Adams, AIA
Robert Adams Architects
Duncan Blair
Land, Clark, Carroll, Mendelson & Blair
Harvey Boltwood
Arts Safari
Barbara Brecher
Arts Safari
Pamela Copley
Director, Arts Safari
The Honorable William Euille
Alexandria City Council
Charlotte Hall
Alexandria Waterfront Committee
David Hudgins, Esq.
Hudgins Law Firm
Tom Hutfish
Arts Safari
Barbara McMurray
Director, Arts Safari
Judy Noritake
Alexandria Parks & Recreation Comm.
Laura Overstreet
Alexandria Convention & Visitors Assn.
The Honorable David Speck
Alexandria City Council
Walter Steimel, Esq.
Director, Arts Safari
Cdr. Robert Yakeley, USN (ret)
Alexandria Seaport Foundation

Supporting Organizations
Alexandria Seaport Foundation
Alexandria Parks and Recreation
Commission
Alexandria Waterfront Commission

Primary Supporters
Mrs. Kirk Lindsey
Morrison House
Potomac Riverboat Company
The Studio
Virginia Commerce Bank
Mr. and Mrs. William A. Winburn, IV

The Shipbuilder Monument is a project of
Arts Safari, a 501(c)(3) organization. All
donations are tax-deductible.

May 29, 2002

Ms. Cheryl Anne Powalisz
The Alexandria Commission for the Arts
1108 Jefferson Street
Alexandria, Virginia 22314

Re: Shipbuilder Guarantees

Dear Ms. Powalisz:

On behalf of the Alexandria Commission for the Arts ("Commission") and the City of Alexandria ("City") you have asked for certain representations and guarantees from the Friends of Public Art, Inc. d/b/a The Shipbuilder Monument ("Shipbuilder") regarding the Shipbuilder Monument ("Monument") that is scheduled to be installed in the City in October.

The purpose of this letter is to provide you with the guarantees that you have requested. The Shipbuilder hereby assures the Commission and the City the following:

1. The Shipbuilder will not encumber the Monument in any way, and will not provide or cause the Monument to be used as collateral on any loan or instrument of debt or obligation. The Shipbuilder will install the Monument free and clear of any liens or security interests, and will take no action to impair the free and clear title of the Monument.

2. The Shipbuilder will be and remain liable for all costs and obligations associated with the development, casting and installation of the Monument, and will remain solely liable for all continuing financial responsibilities as set forth under its current contractual obligations with the City. The Shipbuilder will indemnify and hold harmless the Commission and the City for the costs associated with the development, casting and installation of the Monument.

I trust that this letter addresses your concerns. If you have any questions or comments, or need additional assurances, please do not hesitate to contact me at my office, 202-452-4893, or on my cell phone, 202-271-9258.

Thank you for your attention to this matter.

Very truly yours

Walter Steimel, Jr.
Board Member, Treasurer
Friends of Public Art, Inc.

109 N. Henry Street, Alexandria, VA 22314